

ORDER FOR SUPPLIES OR SERVICES (FINAL)										PAGE 1 OF 6			
1. CONTRACT NO. N00178-12-D-6824			2. DELIVERY ORDER NO. EHP1		3. EFFECTIVE DATE 2014 Sep 05		4. PURCH REQUEST NO. N65540-13-NR-55016		5. PRIORITY DO-C9				
6. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403			CODE N65540		7. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A		8. DELIVERY FOB DEST NATION OTHER (See Schedule if other)				
9. CONTRACTOR Continental Tide Defense Systems Inc 100 W Broad St Ste 301 Hazleton PA 18201-6304			CODE 6FRS6		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X F BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED				
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW						
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G						
14. SH P TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266		CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER													
DELIVERY/ CALL X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.													
PURCHASE Reference your furnish the following on terms specified herein.													
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED. SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
Continental Tide Defense Systems Inc Keith President													
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)				
If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA							
BY: /s/John L Striano						09/05/2014 CONTRACTING/ORDERING OFFICER							
25. TOTAL						\$28,531,219.41							
26. DIFFERENCES													
27a. QUANTITY IN COLUMN 20 HAS BEEN													
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO		29. D.O. VOUCHER NO.		30. INITIALS			
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE						g. E-MAIL ADDRESS		FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE		34. CHECK NUMBER					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL		35. BILL OF LADING NO					
						FULL							
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTRACTORS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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GENERAL INFORMATION

1. Incremental funding in the amount of (b) (4) is hereby added to award this task order. As a result, the total amount of funding obligated and available for payment under this order is (b) (4). It is estimated the funding under this order will cover the cost of performance through December 2014. In accordance with contract clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of (b) (4) unless additional funds are made available and obligated under this order in a subsequent modification.

A conformed copy of this task order is attached to this modification for informational purposes only.

2. The total amount of funds obligated to the task is hereby increased by (b) (4) from (b) (4) to (b) (4).

3. Section B and G are revised to add the following:

CLIN/SLIN	Type of Funds	From (\$)	By (\$)	To (\$)
700001	WCF	(b) (4)		
700002	OMN			
700003	OMN			
700004	OMN			
900001	WCF			
900002	OMN			
900003	OMN			
900004	OMN			
900005	OMN			
900006	OMN			
900007	OMN			
900008	OMN			

4. The Allotment of Funds to this task is show below:

CLIN/SLIN	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL
700001	(b) (4)		
700002			
700003			
700004			
900001			
900002			
900003			
900004			
900005			
900006			
900007			
900008			

5. The Accounting and Appropriation Data added to Section G is as follows:

CLIN/SLIN	PR Number	Amount
700001	130044951500001	(b) (4)

LLA :

AA 97X4930 ND2A 252 32205 0 000033 2F 119314 010200025235

Standard Number: N2395014RCP4004

Incremental funding for CLIN 7000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 007. 10 U.S.C. 2410(a) is hereby invoked.

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700002 130044450100001 (b) (4)

LLA :

AB 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423992

Standard Number: N0002414WX02310

Incremental funding for CLIN 7000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 005. 10 U.S.C. 2410(a) is hereby invoked.

700003 130044432700002 (b) (4)

LLA :

AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423389

Standard Number: N0007014WXX9171

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 003. 10 U.S.C. 2410(a) is hereby invoked.

700004 130045172800001 (b) (4)

LLA :

AG 1741804 60BA 257 50054 R 068732 2D CX0398 500544D0731P

Standard Number: N5005414RCX0398

Incremental funding for CLIN 7000 in the amount of (b) (4) . this SLIN is associated with Technical Instruction (TI) 0008. 10 U.S.C. 2410(a) is hereby invoked.

900001 130044951500002 (b) (4)

LLA :

AA 97X4930 ND2A 252 32205 0 000033 2F 119314 010200025235

Standard Number: N2395014RCP4004

Incremental funding in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 0007. 10 U.S.C. 2410(a) is hereby invoked.

900002 130044450100002 (b) (4)

LLA :

AB 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423992

Standard Number: N0002414WX02310

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 005. 10 U.S.C. 2410(a) is hereby invoked.

900003 130044432600010 (b) (4)

LLA :

AC 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423387

Standard Number: N0002414WX03219

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 004. 10 U.S.C. 2410(a) is hereby invoked.

900004 130044847900001 (b) (4)

LLA :

AD 1741804 60BA 257 50054 R 068732 2D CX0276 500544D0717P

Standard Number: N5005414RCX0276

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 006. 10 U.S.C. 2410(a) is hereby invoked.

900005 130044408700001 (b) (4)

LLA :

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AE 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002421597

Standard Number: N0007014WXXK9170

Incremental funding for CLIN 9000. This SLIN is associated with Technical Instruction (TI) 002. 10 U.S.C. 2410(a) is hereby invoked.

900006 130044432700001 (b) (4)

LLA :

AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423389

Standard Number: N0007014WXXK9171

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 003. 10 U.S.C. 2410(a) is hereby invoked.

900007 130045172800002 (b) (4)

LLA :

AG 1741804 60BA 257 50054 R 068732 2D CX0398 500544D0731P

Standard Number: N5005414RCX0398

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 008. 10 U.S.C. 2410(a) is hereby invoked.

900008 130045184900001 (b) (4)

LLA :

AH 97X4930 NH1C 252 77777 0 050120 2F 000000 A20002480106

Incremental funding for CLIN 9000 in the amount of (b) (4) . This SLIN is associated with Technical Instruction (TI) 009. 10 U.S.C. 2410(a) is hereby invoked.

BASE Funding (b) (4)

Cumulative Funding (b) (4)

6. The end of this task order performance remains unchanged at 5 September 2017, if all options are exercised.

The contractor is not authorized to start performance associated with the funding cited above nor TI #003, 004, 005, 006, 007, 008 and 009 until the Contracting Officer and Contracting Officer's Representative receive a signed copy of the above TIs from the contractor.

Approved Subcontractors:

(b) (4)

The fixed fee for all subcontractors is capped at (b) (4)

End of Task Order additional information

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GENERAL INFORMATION FROM ORIGINAL SOLICITATION IS ILLUSTRATED BELOW.

The subject Amendment 01 is issued to amend the solicitation as follows:

1. Question: IAW RFP the PM is only required for 100 hours annually. Can the PM have a Physics degree as a substitute for an Engineering degree?

Response: No, the Program Manager requires an Engineering degree.

2. Question: Would it be possible to increase the page limit of the resumes from 2 to 3?

Response: It is preferred that resumes contain a two (2) page limit, however, if an additional page is required to submit information regarding education/experience, a three (3) page limit is approved.

3. Question: It is noted that the entire technical proposal shall not exceed twenty-five (25) pages in length. Resumes are excluded from the technical proposal page limit. As currently written Past Performance is a subsection of 3.2 Technical Proposal. Is Past Performance part of the 25-page limit for the technical proposal?

Response: Yes, Past Performance is part of the 25 page limit, however, if additional pages are required, you may exceed the 25 page limit.

4. Section 2.0 of the Statement of Work references Attachment (A). This attachment was inadvertently omitted and has been uploaded in the portal.

5. Paragraph 3 - Non-Key Personnel - Delete paragraph g as this labor category has already been incorporated in paragraph j.

6. Section 3.2.3 - Factor 2 - Past Performance should now read as Section 3.2.3 - Factor 3. Section 3.3 - Factor 3 - Cost should now read as Section 3.3 - Factor 4.

The closing date of this solicitation remains unchanged.

End of Amendment 01.

1. It is the intention of the Navy to award a Cost-Plus-Fixed-Fee performance based task order for the requirements described in the solicitation.

2. The Period of Performance is as follows:

Base Period - Date of Award to 12 Months After Date of Award

Option Period 1 - 12 Months to 24 Months After Date of Award

Option Period 2 - 24 Months to 36 Months After Date of Award

3. This task order is being issued as Unrestricted. In accordance with FAR Clause 52.219-9, a Small Business Subcontracting Plan is required from offerors who are large businesses. It is reserved only for those contractors which have the Mid-Atlantic Zone identified in Section B of their MAC Contract. Proposals from other contractors will not be considered.

4. Offerors and each of their proposed subcontractors are required to provide within their cost proposal their cognizant DCAA Branch Office Point of Contact, including name, phone number, and email address. The contractor is required to provide an explanation if known discrepancies exist between the contractor's proposal costs and DCAA recommendations. Offerors and their proposed subcontractors should also include, in their offer, data which

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substantiates their proposal indirect rates (such as: DCAA Forward Pricing Agreements, results of recent DCAA/DCMA audits, records of your historical actual indirects over recent years, etc.)

5. Offerors may submit questions requesting clarification of solicitation documents via SEAPORT. It is requested that all questions be received by 1 WEEK after RFP issuance, as time may not permit responses to questions received after that date to be prepared and issued prior to receipt of proposals.

6. The incumbent currently performing this work is (b) (4) , Inc. under contract (b) (4)

7. No Information Technology (IT) or Information Assurance (IA) services are allowed under this task order.

8. The Service Contract Act does not apply to this solicitation.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Engineering and technical supportservices to be provided during the shipboard/shipyard installation and testing of equipment and systems on designated U.S. Navy Ships and NAVSEA Philadelphia testfacilities in accordance with the attached Statement of Work. Base Period is from date of award to 12 Months after date of award. (Fund Type - TBD)	1.0	LO	(b) (4)		
700001	R425	Incremental Funding for CLIN 7000 in the amount of (b) (4) . (WCF)					
700002	R425	Incremental Funding for CLIN 7000 in the amount of (b) (4) (O&MN,N)					
700003	R425	Incremental Funding for CLIN 7000 in the amount of (b) (4) . (O&MN,N)					
700004	R425	Incremental Funding for CLIN 7000 in the amount of (b) (4) 0. (O&MN,N)					
7100	R425	Engineering and technical supportservices to be provided during the shipboard/shipyard installation and testing of equipment and systems on designated U.S. Navy Ships and NAVSEA Philadelphia testfacilities in accordance with the attached Statement of Work. Option 1 Period is from 13Months to 24 Months after dateof award. (Fund Type - TBD)	1.0	LO	(b) (4)		
7200	R425	Engineering and technical supportservices to be provided during the shipboard/shipyard installation and testing of equipment and systems on designated U.S. Navy Ships and NAVSEA Philadelphia testfacilities in accordance with the attached Statement of Work. Option 2 Period is from 25Months to 36 Months after dateof award. (Fund Type - TBD)	1.0	LO	(b) (4)		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Support Costs for CLIN 7000, NTE (b) (4) for Travel, Other Direct Costs and Materials during the period from date of award through 12 months after date of award. (Fund Type- TBD)	1.0	IO	(b) (4)
900001	R425	Incremental Funding for CLIN 9000 in the amount of (b) (4) (WCF)			
900002	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			
900003	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			
900004	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			
900005	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			
900006	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			
900007	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			
900008	R425	Incremental Funding for CLIN 9000 in the amount of (O&MN, N)			(b) (4)
9100	R425	Support Costs for CLIN 7100, NTE (b) (4) 0 for Travel, Other Direct Costs and Materials during the period from 13 months to 24 months after date of award. (Fund Type - TBD)	1.0	IO	
9200	R425	Support Costs for CLIN 7200, NTE (b) (4) for Travel, Other Direct Costs and Materials during the period from 25 months through 36 months after date of award. (Fund Type - TBD)	1.0	IO	

This is a competitive procurement. If the solicitation should result in a single offer, the Government reserves the right to re-solicit this procurement in order to enhance competition.

Note: If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through costs is considered fee in their cost proposal. The maximum labor pass through rate (which includes any prime contractor fee applied to subcontractor labor costs) shall not exceed (b) (4)

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 454,239 man-hours, of direct labor. The estimated composition of direct labor can be found in the chart below:

Title	Base Year	Option 1	Option 2	Total
Program Manager*	100	100	100	300
Senior Electrical Engineer*	50	50	50	150
Senior Mechanical Engineering*	50	50	50	150
Junior Engineer*	692	692	692	2,076
Senior Mechanical Engineering Technician*	1,474	1,474	1,476	4,424
Senior Electrical Engineering Technician*	1,474	1,474	1,474	4,424
HMI Software Engineer*	1,920	1,920	1,920	5,760
Financial Analyst	288	288	288	864

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Application Developer	200	200	200	600
Site Foreman	13,680	13,680	13,680	41,040
Site Foreman (OT)	6,840	6,840	6,840	20,520
Logistician	481	481	482	1,444
Quality Assurance	576	576	576	1,728
Quality Assurance (OT)	288	288	288	864
Marine Equipment Mechanic	13,680	13,680	13,680	41,040
Marine Equipment Mechanic (OT)	6,840	6,840	6,840	20,520
Marine Electrician	13,680	13,680	13,680	41,040
Marine Electrician (OT)	6,840	6,840	6,840	20,520
Shipfitter/Welder/Burner	13,680	13,680	13,680	41,040
Shipfitter/Welder/Burner (OT)	6,840	6,840	6,840	20,520
Pipefitter/Brazier	13,680	13,680	13,680	41,040
Pipefitter/Brazier (OT)	6,840	6,840	6,840	20,520
Electronics Technician	13,680	13,680	13,680	41,040
Electronics Technician (OT)	6,840	6,840	6,840	20,520
Machinist	13,680	13,680	13,680	41,040
Machinist (OT)	6,840	6,840	6,840	20,520
Maintenance Trades Helper	180	180	180	540
Total Hours Per Year	151,413	151,413	151,413	454,239

***Denotes Key Personnel**

It is noted that your proposal submission shall include a completed "Direct Labor Rate Substantiation" Table with attached supporting documentation as applicable. A sample table has been included as an attachment to the RFP.

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered non-responsive.

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "HQ B-2-0015 Payments of Fee (Level of Effort)" (NAVSEA)(MAY 1993). Such payments shall be equal to the allowable cost of each invoice submitted by the payable to the Contractor for pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7, Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order is in accordance with the clause of the IDIQ contract entitled "Limitation of Funds", FAR 52.232-22 or "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the contractor under this task order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this task order, the Government shall be required to pay the Contractor any amount in excess of the funds obligated.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

STEAM PLANT, POWER PLANT, AND AUTOMATION SUPPORT FOR CODE 925

1.0 BACKGROUND:

The Naval Surface Warfare Center, Carderock Division, Machinery Research and Engineering Department covers the full life cycle of machinery and includes providing systems engineering and technical management of ship systems, equipment and material. This engineering and technical management includes life cycle management of ship hull, mechanical and electrical (HM&E) equipment, as well as test and evaluation and in-service engineering support for those systems. Application of the resources and technical capabilities of the Department results in reduced time for the introduction of new machinery technology development, increased machinery performance at lower life cycle costs to the acquisition managers and increased reliability/availability to the Fleet operators. The Department applies developed technologies to meet naval requirements to sustain the Nation's maritime knowledge base, provide quick and efficient response to the Fleet, and maintain the nation's naval superiority.

2.0 SCOPE:

- a. Provide engineering, technical and administrative services to NSWCCD-SSES (NAVSEA Philadelphia), Auxiliary Automation Branch (Code 925) for the engineering development, modification material selection/design, logistical support, installation of alterations, and program management/administrative services on various Navy ships. The contractor shall provide, the following resources for support of Code 925: design prototype modification kits and sub-assemblies, material identification and procurement, engineering drawings and specifications, pre-fabrication and production of specified component assemblies, space modification, testing, and material handling (consisting of kitting, temporary storage, transportation and quality assurance), installation services, reporting and participate in special projects. The contractor shall provide all incidental and consumable materials as well as all tooling required to accomplish the alteration design and installations referenced by this SOW for each alteration provided. Any material or tools purchased using government funding will become property of the U.S. Government.
- b. Prototype design, engineering, and testing work will be performed within 400 miles from NSWCCD-SSES (NAVSEA Philadelphia). Production and installation of prototypes will predominately be on U.S. Naval Ships and Navals Stations and related facilities.
- c. Applicable platforms for alterations are called out in paragraph b through e of Attachment A of the statement of work. The government reserves the right to add additional platforms, hulls or ship classes as required.

3.0 APPLICABLE DOCUMENTS:

- a. NAVSEA Technical Manual S9AA0-AB-GSO-010 (General Specifications for Overhaul of Surface Ships) 1996 Edition
- b. MIL-STD 0022 Welded Joint Design
- c. MIL-STD 777E for Piping Systems
- d. Alteration plan and schedule
- e. Ship Alteration Records (SARs)
- f. General Specifications for Ships of the U.S. Navy-NAVSEA S9A0-AA-APN-010/GEN SPECS
- g. Ship's Installation Drawings (SIDs) and Sketches
- h. MIL-STD-454, Standard General Requirements for Electronic Equipment
- i. Ship Alterations Accomplished by AITs, NAVSEA Technical Specifications, 9090-310D.

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- j. Process and Policy for Shipboard Industrial Work, NAVSSES Instruction 4720.2E
- k. NAVSEA S9300-AW-EDG-010, Electrical Plant Installation Standard Methods
- l. NAVSEA 0900-LP-003-9000, Radiography Standard for Production and Repair Welds, when specifically referenced.
- m. NAVSEA 0900-LP-003-8000, Surface Inspection Acceptance Standards for metals.
- n. MIL-STD-271, Nondestructive Testing Requirements for Metals.
- o. AWS A3.0, American Welding Society Definitions, Terms and Definitions
- p. NAVSEA 0948-LP-045-7010, Material Identifications and Control (MIC) for Piping Systems.
- q. NAVSEA 0900-LP-999-9000, Acceptance Standards for Surface Finish of flame and Arc Cut Surfaces.
- r. AWB B4.0, Standard Methods of Mechanical Testing of Weld
- s. AWS Z49.1, Safety Welding and Cutting
- t. NAVSEA 0900-LP-038-8010, Ship Metallic Material Comparison and Use Guide.
- u. NAVSEA S9086-CH-STM-010/CH-074, Welding and Allied Processes.
- v. NAVSEA S90806-VH-STM-000/CH-635, Thermal Insulation
- w. OPNAV Instruction 5100.23B, Navy Occupational Safety and Health (NAVOSH) Program Manual
- x. NAVSEA 0901-LP-480-0002/CH-9480, for piping systems
- y. NAVSEA S9074-AR-GTB-010/278, for NDT of Piping Systems
- z. Attachment (A): List of Equipment Alteration Projections for accomplishment
- aa. NAVSEA Standard Items for FY-13
- bb. Applicable American Bureau of Ships manuals

4.0 REQUIREMENTS:

4.1. The contractor shall provide all required resources including tools, consumable materials and qualified personnel to support planning, subcontracting, management, logistics and technical support services during conduct of shipboard/shipyard installation and testing of equipment and systems on all designated U.S. Navy Ships, including authorized Foreign Military Service (FMS), Maritime Administration (MARAD), National Oceanic and Atmospheric Administration (NOAA) ships, United States Coast Guard (USCG), Military Sealift Command (MSC), and NAVSEA Philadelphia test facilities as assigned; prefabrication and installation of the alterations as listed in paragraph b through e of Attachment A of the statement of work. Due to shifting availability schedules, changing installation priorities and limited budgets, the alterations listed are only a composite of the expected work. Specific hulls and ports are not defined due to flexible nature of equipment level modification installation windows and war time operation's needs. The contractor shall provide installation support and quality assurance as specified in sections 3.0 and 6.0 of this statement of work during pre and post-installation testing and installation.

4.2. The contractor will provide transportation, staging, and security for all contractor furnished material (CFM) and government furnished material (GFM) in and around the installation site and contractor facilities.

4.3. The contractor will notify the SME immediately of any technical issues, equipment deficiencies or any other events that would potentially negatively affect the installation schedule or cost of the task. Specifically if the task funding or time allotment provided is deemed insufficient.

4.4. The contractor will maintain and provide a material inventory report on a monthly basis to the

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alteration Project Manager and SME detailing the location and disposition of GFM on a TI by TI basis.

4.5. The contractor may be required to conduct a ship check prior to the start of work for each ship and maintain a projected work schedule. The contractor will attend required ship production meetings and maintain continuous dialogue with the SME.

4.7. The contractor will inventory material and subassemblies for each alteration for completeness prior to the start of any installation. The contractor will notify the appropriate Project Manager or SME of any perceived material shortages.

4.8. The contractor will ensure that all shipboard industrial work is accomplished in accordance with the latest NSTS 9090.310 and NAVSSESINST 4720.2 series documentation for quality control. QA workbooks shall be created for each new alteration and provided to the appropriate Project Manager or SME no less than 14 days before the start of production installation of each alteration.

4.9. The contractor shall provide incidental material and all tools in accordance with the various Alteration/Modification Instructions and work items contained in the statement of work and contract modifications. Special materials, Tools, or Test Equipment Required for Installation and Checkout, shall be procured as required to support the installation or pre-fabrication assemblies.

4.10. The contractor will primarily be supporting projects on systems and equipment that fall under the cognizance of Division 92 and more specifically Code 925. However, the government reserves the right to assign work on other systems and/or components as required.

4.11. Due to the nature of work required under Code 925's cognizance, many tasks require the use of overtime. As such, any labor worked in overtime status must be billed as Labor and not ODC or Non-Labor.

4.12. Contractor must maintain an approved NAVSEA 04XQ Quality Assurance Plan/Quality Management System (QMS) to support the AIT efforts tasked under this contract. All installation tasks require a Quality Assurance Plan. The contractor shall remain 100 percent responsible for adherence to QA Plan requirements. The contractor will maintain this system and submit all updates to the NSWCCD-SSES Program Manager immediately for his/her concurrence prior to start of installation. The prime contractor is responsible for auditing and certifying that all consultants, subcontractors, and suppliers are in compliance with these quality requirements. This award of this effort is contingent upon receipt of a valid QMS plan and verification of NAVSEA 04XQ authorization.

5.0 DELIVERABLES/SCHEDULE:

5.1. Provide an Alteration Completion report to the SME within 10 business days after period of performance of each CLIN. (CDRL A001)

5.2. Provide a detailed weekly financial progress report to the Contracting Officer Representative (COR) and SME commencing 30 days after award and every week until the completion of the CLIN task. This progress report shall include present funding level (ODC & Labor), funding spent to date, as well as projected funding required to complete the task order. (CDRL A002)

5.3. Provide a monthly CFM/GFM report to the alteration Project Manager and SME commencing 14 days after the receipt of GFM. This shall include material provided to the contractor by the government as well as material procured by the contractor at the direction of the government. (CDRL A003)

5.4. Provide a projected modification schedule and ship check report to the SME within five (5) working days prior to the commencement of each installation. (CDRL A004)

5.5. Provide pre-start check list and QA documentation to the SME prior to the commencement of work per hull within 10 business days. (CDRL A005)

5.6. The Burn Rate Analysis Report is a summary report that captures the rate at which the money is expended. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. (CDRL A006)

5.7. The Incurred Costs Report is a report that captures a summary of all costs incurred to date. This

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report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. (CDRL A007)

5.8 The contractor shall provide bi-weekly installation status reports and project POA&Ms to (CDRL A008) individual alteration Project Managers and the Subject Matter Expert (SME) commencing from the start of support for each specific alteration until the completion of the task.

5.9 The contractor shall provide a monthly progress/financial report commencing 30 days after award and every 30 days until the completion of the specific task (CDRL A002). The contractor shall provide a tracking report for each specific alteration per each technical instruction (TI). The tracking report should show percentage of work completed versus percentage of ceiling by labor and ODC expended for each TI.

6.0 NSWCCD-SSS GOVERNMENT FURNISHED INFORMATION/MATERIAL (GFI/M):

6.1 Alteration/Modification Instructions will be provided to the contractor from the SME a minimum of 30 days prior to the scheduled alteration installation.

6.2 Installation and Modification Work Instructions and Drawing or Work Items will be provided to the contractor from the SME, a minimum of 15 business days prior to the first scheduled alteration installation.

6.3 SHIPMAIN SCD or Authorized Work Item Alterations or Modification Instructions and Drawing requiring prefabrication efforts will be provided to the contractor a minimum of 60 days prior to the first scheduled alteration installation.

6.4 The government will furnish alteration material as specified in the NAVSEA drawings or work items. Any deviations from the drawings requested by the government will be made known and available to the contractor

7.0 Personnel Responsibilities

The following statements define general instructions for the qualifications of key personnel and non-key personnel.

1. The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the tasks to be ordered hereunder by this SOW. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all specification requirements set forth in the task order.

a) The government reserves the right, during the life of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this task order shall meet the experience, educational, and background requirements set forth herein and shall be fully capable of performing the functions of the respective labor categories in an efficient, reliable, and professional manner. If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

b) All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this task order. When a decision is made known to a contractor employee that the employee will no longer need access to a Government computer system (due to dismissal, reassignment, or resignation), it is the responsibility of the contractor to immediately notify the Contracting Officer Representative (COR) that the individual will not be permitted access to the computer system and its data files.

c) The appropriate level of clearance will be required in order to access specific compartments onboard ship in addition to government facilities. The contractor shall ensure compliance as per the DD Form 254 requirement.

d) When requested, the contractor shall provide resumes and similar work experience to document employee competencies.

e) In the event key personnel is proposed for performance under the resultant contract is not currently employed

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by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual who states the individual's intent to accept employment with that offeror within thirty (30) days of contract award if the contract is awarded to the offeror.

f) The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task order. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

2. Key Personnel: The following labor categories are designated Key Personnel for this task order. Please note accredited herein means: Accredited by an accreditation agency listed as nationally recognized by the US Department of Education.

The target qualifications (unless specified as minimums) for the respective key labor categories are as follows:

a. Program Manager* (1 Resume): Individuals should possess a Bachelor's Degree in Engineering or Naval Architecture from an accredited college or university. Individuals should possess ten (10) years of experience in the operation, maintenance, design or testing of Hull, Mechanical and Electrical (HM&E) Machinery and Systems, which should include five (5) years prior experience in program management. Engineering experience aboard US Navy and Military Sealift Command (MSC) ships, which should include five (5) years of experience in the operation, maintenance and testing of Propulsion and Auxiliary Systems and Equipment. Successful and verifiable experience executing large scale auxiliary and propulsion plant system modernization initiatives and working knowledge and direct experience with NAVSEA, MSC, NSWCCD-SSES, NSWCPH, NUWC and other field activities, organizations, functions and responsibilities is preferred.

b. Senior Electrical Engineer* (1 Resume): Individuals shall possess a Bachelor's Degree in Engineering (Electrical) from an accredited college or university. Individuals should possess ten (10) years of experience in design, system integration, operation, maintenance or testing of Auxiliary and Propulsion HM&E Machinery and Systems and five (5) years of experience with shipboard Auxiliary Automation and Control equipment with Fairmount Automation Inc, Allen Bradley, and Siemens programmable logic controllers hardware and software. Experience in designing, executing and testing machinery control and automation systems is preferred.

c. Senior Mechanical Engineer* (1 Resume): Individuals shall possess a Bachelor's Degree in Engineering (Mechanical) from an accredited college or university. Individuals should possess ten (10) years of experience in design, system integration, operation, maintenance or testing of Auxiliary and Propulsion HM&E Machinery and Systems and five (5) years of experience with shipboard Auxiliary Automation and Control equipment with Fairmount Automation Inc, Allen Bradley, and Siemens programmable logic controllers hardware and software. Experience in designing, executing and testing machinery control and automation systems is preferred.

d. Junior Engineer* (1 Resume): Individuals shall possess a Bachelor Degree in Engineering from an accredited college or university. Individuals should possess two (2) years of experience in the design, operation, maintenance or testing of HM&E Machinery and Systems; working knowledge of Boiler/Steam propulsion and auxiliary machinery control systems and related equipment.

e. Senior Mechanical Engineering Technician* (1 Resume): Individuals should possess a High school, trade industrial school graduate or a certificate of completion from a military school. Individuals should have fifteen (15) years of practical experience involving HM&E Machinery and Systems including repair and maintenance of valves and associated control system equipment, five (5) years of experience with high energy propulsion (pressure/temperature) systems, pumps and associated equipment. Individuals should possess five (5) years field experience in the supervision of technical support for maintenance and repair of ship systems. Qualifications and experience in the operation of gas-free equipment/instrumentation is preferred.

f. Senior Electrical Engineering Technician* (1 Resume): Individuals should possess a High school, trade industrial school graduate or a valid certificate of completion from a military school. Individuals should possess ten (10) years of practical experience involving HM&E Machinery and Systems comprising the operation, maintenance and repair of shipboard electronic systems and equipment and five (5) years of experience with shipboard installation, troubleshooting and testing of Fairmount Automation Inc. and Allen Bradley/Rockwell Automation hardware and software is preferred. Expertise in shipboard ICSM, Damage Control, Variable Frequency Drives (VSD) and

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automation systems and equipment is preferred along with working knowledge and experience with the installation and testing of multimode and air-blown fiber optics.

g. **HMI Software Engineer* (1 Resume):** Individuals should possess a Bachelor's Degree in Mechanical, Marine, Electrical and/or Computer Engineering. Individual should have 3-5 years of programming experience using RSLogix 5000 for process control (PIDs, function block programming, etc.). Experience is required in commissioning, developing, and maintaining new systems including setup and tuning and experience with software development processes (CMMi, etc.). Individuals shall demonstrate experience with the following; Ethernet/IP and ControlNet Industrial Networks; CompactLogix, ControlLogix, SLC 5/05 (bonus), MicroLogix (bonus), Panel View (bonus) Hardware; and RSLogix 5000, RSLogix 500 (bonus), RSVIEW (bonus) Software.

3. **NON-KEY PERSONNEL:** The minimum qualifications for the respective non-key labor categories are as follows:

a. **Financial Analyst:** Individuals shall possess a Bachelor's Degree in Business or Finance from an accredited college or university. Individuals should have experience providing Federal Government and DoD Organizations with financial reporting and management support and have working knowledge of Warfare Centers, NAVSEA and other DoD/US Navy support organizations. Individuals should have experience with Earned Value Management (EVM) reporting, specifically on large scale steam plant, power plant and propulsion automation installations.

b. **Application Developer:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have experience with tablet applications using iOS5, iOS6, Xcode and jQuery software packages. Individuals should be familiar with Machinery Control and Automation HM&E shipboard systems and equipment.

c. **Site Foreman:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have ten (10) years of experience in the operation, maintenance, installation oversight, and testing of Hull, Mechanical and Electrical (HM&E) Machinery and Systems.

d. **Logistician:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have five (5) years' experience with sourcing, purchasing, staging and shipping equipment and material for maintenance and modernization initiatives and shall be familiar with material MIL specifications and standards.

e. **Quality Assurance:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have five (5) years of QA field experience in support of maintenance and modernization initiatives and should have knowledge of U.S. Navy and ABS quality, safety and testing standards and procedures and full knowledge of local and state environmental regulations.

f. **Marine Equipment Mechanic:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have three (3) years of experience.

g. **Marine Electrician:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have (5) years of experience.

h. **Shipfitter/Welder/Burner:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have (5) years of experience required. Welding certifications will vary based on projects from basic minor structural to Level One pressure/temperature systems. Welding certifications/qualifications shall be current and provided upon request.

i. **Pipefitter/Brazier:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have (5) years of experience required. Brazing certifications will vary based on projects. Certifications/qualifications shall be current and provided upon request. Pipefitting will vary from 5" carbon steel pipe to 1/4 copper tubing.

j. **Marine Electrician:** Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have (5) years of experience required. Skill level should include cable selection for application, connectorizing, Amphenol fabrication, cable pulling, wiring controllers/Programmable Logic Controllers, transmitters, and various field devices.

k. **Electronics Technician:** Individuals shall be a high school or trade/industrial school graduate, or equivalent.

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Individuals should have (5) years of experience required. Skill level should include soldering, connectorizing, Amphenol fabrication, troubleshooting and repair of electronic circuits.

l. Machinist: Individuals shall be a high school or trade/industrial school graduate, or equivalent. Individuals should have (5) years of experience required. Skill level should include CNC lathe, milling, and industry standard machine shop services.

m. Maintenance Trades Helper: Individuals shall be a high school or trade/industrial school graduate.

8.0 TRAVEL AND PLACE OF PERFORMANCE

The primary place of performance will be the contractor's facility. As required by government, space for contractors may be made available in government offices. Travel may be required to the following locations to support the above statement of work. Travel locations include but are not limited to:

Norfolk, VA

San Diego, CA

Portland, OR

Bremerton, WA

Everett, WA

Bahrain

Diego Garcia

Guam

Gaeta, Italy

Sasebo, Japan

Yokosuka, Japan

9.0 SECURITY AND SAFETY REQUIREMENTS

Due to the sensitive work and areas in which work may be performed, all contractor personnel shall be required to have a Confidential security clearance.

Contractor Personnel Identification – In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

10.0 PERIOD OF PERFORMANCE

The period of performance is ONE (1) BASE YEAR WITH TWO (2), ONE (1) YEAR OPTIONS.

11.0 OVERTIME

The contractor shall submit to the Subject Matter Expert (SME) a request to work overtime in support of meeting the task milestones and needs of the Navy, such as ship schedule. The SME will authorize overtime on a case by case basis.

12.0 SUBJECT MATTER EXPERT (SME)

The SME for this SeaPort is (b) (6) , NSWCCD-SSS 9250, (b) (6)

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13.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR for this SeaPort is (b) (6), Naval Surface Warfare Center - Code 925, Phone (b) (6)

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (AUG 2009)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Environmental Policy and Commitment" within 30 days of commencing performance at NSWCCD-SSES. This document is available at

[https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental Policy.pdf](https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental%20Policy.pdf)

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. This document is available at

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor EMS Awareness Training.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor%20EMS%20Awareness%20Training.doc)

(d) The Contractor shall certify by e-mail to Paul Breeden/Code 023 (paul.breeden@navy.mil) that on-site employees have read the "Carderock Division Environmental Policy and Commitment" and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employee name, work site, and contract number.

CAR-C03 ON-SITE SAFETY AWARENESS (AUG 2009)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at NSWCCD-SSES. This document is available at: <https://crbewebappdev.dt.navy.mil/intranet/documents/policy/OccupationalSafety.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

[https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP Awareness Training for Contractors.doc](https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP%20Awareness%20Training%20for%20Contractors.doc)

(d) The Contractor shall certify by e-mail to Thomas Egan/Code 022 (thomas.egan@navy.mil) that employees have read the "Carderock Division Occupational Safety and Health Policy Statement" and taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employees name, work site, and contract number.

(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing

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performance at NSWCCD-SSES for review by the Safety Office (Code 022). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 022 to **determine** if any **administrative** or engineering controls can be utilized to prevent **further** injuries/illnesses, or if any additional PPE or training will be required.

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCCD-SSES.

(g) Applicable contractors shall submit Total Case Incident Rate

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SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Ship all reports/data to the following address:

Naval Surface Warfare Center
Carderock Division
5001 South Broad Street
Building 4
Philadelphia, PA 19112
ATTN: (b) (6)
(b) (6)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer Representative, (b) (6), Code 925 Personnel.

(b) (6)

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	9/4/2014 - 9/3/2015
7100	12/31/2014 - 12/30/2015
7200	12/31/2015 - 12/30/2016
9000	9/4/2014 - 9/3/2015
9100	12/31/2014 - 12/30/2015
9200	12/31/2015 - 12/30/2016

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following items are as follows:

7000	09/05/2014 - 09/04/2015
9000	09/05/2014 - 09/05/2015

The periods of performance for the following option items are as follows:

7100	09/05/2015 - 09/04/2016
9100	09/05/2015 - 09/04/2016
7200	09/05/2016 - 09/04/2017
9200	09/05/2016 - 09/04/2017

Period of performance for the basis period and option period is 36 months from task order award.

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SECTION G CONTRACT ADMINISTRATION DATA

HQ-G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE LANGUAGE

Contracting Officer Representative

ATTN: (b) (6) 925

5001 South Broad Street

Philadelphia PA 19117

Email: (b) (6)

Teleph

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

SEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 454,239 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately TBD hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting

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Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

252.232-7006 - WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher (Cost Reimbursable, T&M, LH or FPI)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N65540
Admin DoDAAC	TBD
Inspect By DoDAAC	N65540
Ship To Code	See Section F
Ship From Code	TBD
Mark For Code	See Section D
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N65540
Accept at Other DoDAAC	TBD
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b) (6)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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(b) (6) ; email: WAWF.GAM.NSWCCD@Navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0009 - SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING
(NAVSEA)(SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

(a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the accounting classification reference numbers (ACRNs) noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs shown on each individual invoice, including attached data.

Accounting Data

SLINID	PR Number	Amount
700001	130044951500001	(b) (4)
LLA :		
AA 97X4930 ND2A 252 32205 0 000033 2F 119314 010200025235		
Standard Number: N2395014RCP4004		
Incremental funding for CLIN 7000 in the amount of (b) (4) This SLIN is associated with Technical Instruction (TI) 007. 10 U.S.C. 2410(a) is hereby invoked.		
700002	130044450100001	(b) (4)
LLA :		
AB 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423992		
Standard Number: N0002414WX02310		
Incremental funding for CLIN 7000 in the amount of (b) (4) This SLIN is associated with Technical Instruction (TI) 005. 10 U.S.C. 2410(a) is hereby invoked.		
700003	130044432700002	(b) (4)
LLA :		

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AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423389

Standard Number: N0007014WXX9171

Incremental funding for CLIN 9000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 003. 10 U.S.C. 2410(a) is hereby invoked.

700004 130045172800001

(b) (4)

LLA :

AG 1741804 60BA 257 50054 R 068732 2D CX0398 500544D0731P

Standard Number: N5005414RCX0398

Incremental funding for CLIN 7000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 0008. 10 U.S.C. 2410(a) is hereby invoked.

900001 130044951500002

(b) (4)

LLA :

AA 97X4930 ND2A 252 32205 0 000033 2F 119314 010200025235

Standard Number: N2395014RCP4004

Incremental funding in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 0007. 10 U.S.C. 2410(a) is hereby invoked.

900002 130044450100002

(b) (4)

LLA :

AB 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423992

Standard Number: N0002414WX02310

Incremental funding for CLIN 9000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 005. 10 U.S.C. 2410(a) is hereby invoked.

900003 130044432600010

(b) (4)

LLA :

AC 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423387

Standard Number: N0002414WX03219

Incremental funding for CLIN 9000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 004. 10 U.S.C. 2410(a) is hereby invoked.

900004 130044847900001

(b) (4)

LLA :

AD 1741804 60BA 257 50054 R 068732 2D CX0276 500544D0717P

Standard Number: N5005414RCX0276

Incremental funding for CLIN 9000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 006. 10 U.S.C. 2410(a) is hereby invoked.

900005 130044408700001

(b) (4)

LLA :

AE 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002421597

Standard Number: N0007014WXX9170

Incremental funding for CLIN 9000. This SLIN is associated with Technical Instruction (TI) 002. 10 U.S.C. 2410(a) is hereby invoked.

900006 130044432700001

(b) (4)

LLA :

AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00002423389

Standard Number: N0007014WXX9171

Incremental funding for CLIN 9000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 003. 10 U.S.C. 2410(a) is hereby invoked.

900007 130045172800002

(b) (4)

LLA :

AG 1741804 60BA 257 50054 R 068732 2D CX0398 500544D0731P

Standard Number: N5005414RCX0398

Incremental funding for CLIN 9000 in the amount of (b) (4). This SLIN is associated with Technical Instruction (TI) 008. 10 U.S.C. 2410(a) is hereby invoked.

900008 130045184900001

(b) (4)

LLA :

AH 97X4930 NH1C 252 77777 0 050120 2F 000000 A20002480106

Incremental funding for CLIN 9000 in the amount of (b) (4)

This SLIN is

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associated with Technical Instruction (TI) 009. 10 U.S.C. 2410(a) is hereby invoked.

BASE Funding (b) (4)

Cumulative Funding (b) (4)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(10), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for—

(A) A protest on the grounds that the order increases the scope, period, or **maximum** value of the contract; or

(B) *A protest of an order valued in excess of \$10 million.* Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at [33.104](#).

(ii) The authority to protest the placement of an order under (a)(10)(i)(B) of this section expires on September 30, 2016, for agencies other than DoD, NASA, and the Coast Guard (41 U.S.C. 4103(d) and [41 U.S.C. 4106\(f\)](#)). The authority to protest the placement of an order under (a)(10)(i)(B) of this section does not expire for DoD, NASA, and the Coast Guard.

The **Local Warfare Center Site Deputy for Small Business** has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that **all** contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

(b) (6)

Email: (b) (6)

Teleph

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

Option to Extend Services

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The Government may require continued performance of any services within the limits and at the rates specified in the Task Order. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to Task Order end date.

(End of Clause)

Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed three years.

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SECTION I CONTRACT CLAUSES

CAR-118 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ _____ or the overtime premium is paid for work --

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate

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the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of Clause)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

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(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

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(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

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(iv) A **summary** of the rationale for award.

(v) For acquisitions of **commercial** items, the **make and model** of the item to be delivered by the successful offeror.

(vi) Reasonable **responses** to relevant questions posed by the **debriefed** offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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SECTION J LIST OF ATTACHMENTS

CostSummaryFormat

DirectLaborRateSubstantiationTable

SeaportStandardRatingsDefinition

CAR-H10PerformanceRequirementsSummaryTable

BurnRateAnalysisReport

IncurredCostsReport

ContractDataRequirementsList(CDRLS)

